RESOLUTION NO. 2020-13

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LADUE, MISSOURI A CONTRACT WITH WEST COUNTY EMS AND FIRE PROTECTION DISTRICT, FOR ORGANIZATION AND DELIVERY OF FIRE SERVICE TRAINING INCLUDING LIVE BURN TRAINING TO MEET THE STANDARDS SET FORTH BY INSURANCE SERVICE OFFICE (ISO) AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).

WHEREAS, on January 1, 2020 the City of Ladue Fire Department received a proposal from West County EMS and Fire Protection district to provide the facility, manpower, and region truck distribution necessary to complete training per NFPA and ISO regulations; and

WHEREAS, staff reviewed the proposal and after evaluation of the same found that the proposal from West County EMS and Fire Protection District met the City's needs; and

WHEREAS, the City Council now desires and finds it in the best interest of the City to enter into a contract with West County EMS and Fire Protection District for the above stated.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LADUE, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute on behalf of the City a contract with West County EMS and Fire Protection District for the delivery and organization of fire service training as defined by Exhibit A incorporated herein by reference (the "Contract"), including all documents specified in the Contract as being part of the Contract.

Section 2. approval by the Mayor.	This Resolution shall take effect and	be in force from and after it	s passage and
Adopted by the City C	ouncil and approved by the Mayor o	n this day of	2020.
ATTEST:		Nancy Spewak, Ma	ayor

Laura Rider, City Clerk

Exhibit A

City of Ladue, Missouri PROFESSIONAL SERVICES CONTRACT

DEPARTMENT: Fire

DATE: July 20, 2020

THIS AGREEMENT, ("Contract" or "Agreement") effective as of the date of signature by both parties, is by and between the **City of Ladue**, a Missouri municipal corporation, hereinafter referred to as City, and West County EMS and Fire Protection District, 223 Henry Ave Manchester, MO 63011, hereinafter referred to as "West County Training".

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

West County Training is a regionally recognized training facility that meets all Insurance Service Office (ISO) and National Fire Protection Association (NFPA) regulations and requirements as defined by the following:

- a) Fire District will provide mutually agreed upon access to the City's fire department for use of the live fire training facility located at 13790 Manchester Road, Manchester, Missouri 63011.
- b) Fire District will schedule and provide 18 hours per calendar year of fire training at the fire training facility for each of the City's three shifts of firefighters. The cumulative training provided to the City's fire department shall be a minimum of 54 hours as provided to the City's three (3) shifts. The live fire training shall meet the minimum time requirement as currently provide in Section 580A2 of the Insurance Service Organization's (ISO) Fire Suppression Rating Schedule (FSRS)
- c) Fire District will provide training in accordance with criteria of the National Fire Protection Association (NFPA) 1403.
- d) Fire District will provide training utilizing the appropriate and approved Fire Ground Safety Initiative (FGSI) SOG's/POM.
- e) Fire District will provide the City's liaison with daily attendance records of those participating municipal employees.
- f) The Fire District will continually review training material and techniques and conduct semi-annual evaluation of the training program and curriculum.
- g) The Fire District will provide other, agreed upon training to the City.
- h) The parties to the agreement will participate in an annual meeting at the training facility or as determined by the parties, to develop training criteria, curriculum and schedule for the following calendar year.

Except as expressly specified herein, West County Training hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, and to perform all the services and do all the things necessary for the proper completion of the "Training" which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

Training provided as well as City responsibilities are listed within Exhibit A for a period of two years.

The above services (hereinafter referred to as the Training) shall be provided by West County Training in accordance with all the provisions of the Contract and attached **City of Ladue General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. the cor		ompensation. The City hereby agrees to pay West County Training, as full compensation for nd satisfactory performance of the contract, and all expenses and costs related thereto:
	[]	a sum not to exceed
		or (if above box is not checked):
	[X]	such amount as is set forth on an attached <u>Exhibit A</u> which such amount is incorporated herein and subject to any such limits as established therein and in approving authorization.
	aph B de	conal Compensation. Any cost not specifically allowed West County Training pursuant to this aling with additional compensation is included in Basic Compensation. If City directs in writing ices not included in this Agreement, Consultant shall be paid as follows:
	Only as	agreed to in writing and in compliance with City Codes.
		III. TIME AND MANNER OF PAYMENTS
	nt shall b	pices complete with necessary support documentation shall be submitted to the City and be due and made by City in a lump sum within thirty (30) days of receipt of an invoice received ry performance of the Work for the fees, prices, rates or schedule of values set forth above.
		IV. CONTRACT SCHEDULE
•	ment Tr	County Training shall coordinate the start of their work closely with the City of Ladue Fire aining Officer. The training will be scheduled on a shift by shift basis and will be completed described in Exhibit A .
Contra		NESS WHEREOF , the parties hereto have signed this Agreement as of the effective date of bove written.
West C	ounty T	raining CITY OF LADUE, MISSOURI
Ву:		By:
Title: _		Mayor Nancy Spewak DATED:
DATED		ATTEST:

CITY OF LADUE CITY PROFESSIONAL SERVICES AGREEMENT GENERAL CONDITIONS

Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Contract. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant, if any, shall be employees of said Consultant and not employees of the City in any respect.

Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, applicable taxes, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable, the provisions and requirements of section 290.250 RSMo. shall apply and are incorporated herein. If applicable, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict. Unless expressly provided, Consultant shall be responsible for all costs, taxes, fees, charges, expenses, or other costs attributable to the performance of the Work.

Subcontracts. Consultant shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Consultant without the prior written consent of the City.

Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Consultant, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Consultant under the terms of this agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Consultant agrees that this indemnification requires Consultant to obtain insurance and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Consultant shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Consultant, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds

for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Consultant/Services Contract or proposal of the Consultant, the requirements of the City's Request for Proposal and this executed Consultant/Professional Services Contract shall control and supersede unless a change thereto is specifically stated in this Contract.

Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Consultant created in performance of or relating to this Contract. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal, if any, and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work, if any. The Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in Exhibit B. The Consultant shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Consultant shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Consultant is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Consultant (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Consultant and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States (attached as provided for in Exhibit B).

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Consultant.

Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Exhibit A

Proposal

West County EMS and Fire Protection District

Training Agreement

AGREEMENT made this	day of	, 2020 by and between WEST
COUNTY EMS AND FIRE PROTECT	ION DISTRICT	, a fire protection district and political subdivision
organized and existing under the	laws of the St	rate of Missouri, hereinafter referred to as "Fire
District" and the City of Ladue, M	issouri, a four	th class city organized and existing under the
laws of the State of Missouri, here	einafter refer	red to as "City".

WITNESSETH:

WHEREAS, the provision of Section 70.210 through 70.320 RSMo. empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, the provisions of Chapter 79 RSMo. authorize the City to maintain a fire department and Section 67.300 RSMo. authorizes the City to provide ambulance service; and

WHEREAS, the provisions of Sections 321.220, 321.223 and 321.600 RSMo. authorize Missouri fire protection districts to enter into contracts with municipalities for the operation of a common service relating to the control and prevention of fires; and

WHEREAS, personnel training is required of municipal employees to provide the level of service, education and specialized training necessary to provide quality and profession service; and

WHEREAS, the Fire District has facilities, training officers and programs available to administer specialized training to the City.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions hereafter provided, IT IS AGREED by and between the parties hereto as follows:

<u>Section 1. Contract for Service.</u> The City hereby contracts with the Fire District, upon the terms and conditions hereinafter set forth, for the Fire District to provide live fire training and evolutions at the West County fire training facility in accordance with NFPA 1403.

Section 2. Fire District Services Provided

- a) Fire District will provide mutually agreed upon access to the City's fire department for use of the live fire training facility located at 13790 Manchester Road, Manchester, Missouri 63011.
- b) Fire District will schedule and provide 18 hours per calendar year of fire training at the fire training facility for each of the City's three shifts of firefighters. The cumulative training provided to the City's fire department shall be a minimum of 54 hours as provided to the City's three (3) shifts. The live fire training shall meet the minimum time requirement as currently provide in Section 580A2 of the Insurance Service Organization's (ISO) Fire Suppression Rating Schedule (FSRS)
- c) Fire District will provide training in accordance with criteria of the National Fire Protection Association (NFPA) 1403.
- d) Fire District will provide training utilizing the appropriate and approved Fire Ground Safety Initiative (FGSI) SOG's/POM.
- e) Fire District will provide the City's liaison with daily attendance records of those participating municipal employees.
- f) The Fire District will continually review training material and techniques and conduct semi-annual evaluation of the training program and curriculum.
- g) The Fire District will provide other, agreed upon training to the City.
- h) The parties to the agreement will participate in an annual meeting at the training facility or as determined by the parties, to develop training criteria, curriculum and schedule for the following calendar year.

Section 3. The City's Responsibilities

- a) Assign at least one liaison officer to administer and oversee the administration and participation of this agreement.
- b) All personnel and municipal employees assigned to the training program shall actively participate in the training evolutions and evaluations.
- c) The City shall maintain records and schedules to ensure City participants of the training program receive the appropriate hours of training as determined by the City.
- d) The City must maintain their own personnel training records.
- e) The City liaison shall attend the semi-annual meeting associated with the agreement and an annual curriculum review.

Section 4. General terms and fees.

The fee for training services as provided in this agreement is Five Hundred Fifty Dollars (\$550.00) per uniformed fire service personnel, per year. Administrative uniformed personnel are considered a participant in the program and shall be included in the fee. The Fire District will invoice the City in March of each year. Payments are due within thirty (30) days.

The City shall maintain all regular employee insurance on all participants in the training program, including, but not limited to workers compensation coverage. The Fire District shall maintain general liability coverage in such amounts no less than one million (\$1,000,000) dollars for personal injury and ten thousand (\$10,000) dollars for medical expense. Insurance coverage shall be applicable to the Fire District as a discharge of its professional duties.

The service agreement shall cover the period of January 1, 2020, through December 31, 2021. The agreement may be renewed by the parties upon the expiration of the initial term on such terms and conditions as determined at that time. This agreement may be terminated without cause by either party at the end of any calendar year during the term of this agreement upon providing 45 days advance written notice to the other party. Upon such termination, the Fire District shall not have any obligation to provide training during subsequent years and the City shall have no further payment obligations hereunder.

The Fire District will not be responsible for the City's personnel training records.

This Agreement constitutes the entire agreement and understanding of the City and the Fire District with respect to the subject matter of this Agreement, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by the City and the Fire District.

This Agreement shall be construed in accordance with the laws of the State of Missouri.

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

Nothing herein shall be deemed to waive the City's sovereign immunity.

This Agreement shall be deemed to create no third-party beneficiary rights.

Nothing contained in this Agreement shall be construed as creating or establishing a joint venture or partnership between City and the Fire District.

Agreed and approved by the West County EMS & of , 2020.	Fire Protection District this	day
	Joseph Beckemeyer, Secretary Board of Directors	
Agreed and approved by the City of Ladue this	day of	_, 2020
	Signed	

Exhibit B

AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (CONTRACTS OVER \$5,000)

Comes now ______as _____first being duly sworn, on my oath,

affirm(company name)	("Company") is a			
(COMPANY HAME)	_ (Company) is e	enrolled and will continue	e to participate in a federal w	ork/
authorization program in	respect to employe	ees that will work in con	nection with the contracted	
services related to			_ of the City of Ladue and	
any incidental items ass with	ociated with this w	ork for the duration of	the contract, if awarded, in	accordance
Section 285.530.2, Revis	sed Statutes of Mis	souri. I also affirm that t	he Company does not and v	vill not
knowingly employ a pers	on who is an unau	thorized alien in connec	tion with the contracted serv	vices
for the duration of the co	ntract, if awarded.	Attached to this affidav	it is documentation of the	
Company's participation	in a federal work a	uthorization program.		
DRIZATION PROGRAM. ENCE, AS PROVIDED IN The In Affirmation thereof,	ALSO ATTACH THE GENERAL CO the facts stated a	H DRIVER'S LICENSE ONDITIONS – 208.009 above are true and co	E OR OTHER PROOF OF RSMo.) orrect (The undersigned under undersigned undersigned under under under under under under under under undersigned under un	LAWFUL
re (person with authority)	-	Printed Name		
	-	Date		
f Missouri)			
f Missouri of)) ss.)			
)	day of	, 20	
	any incidental items assivith Section 285.530.2, Revision and the continuous participation in	any incidental items associated with this with Section 285.530.2, Revised Statutes of Missian William Revised Statutes of Missian	any incidental items associated with this work for the duration of with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the knowingly employ a person who is an unauthorized alien in connect for the duration of the contract, if awarded. Attached to this affidave Company's participation in a federal work authorization program. CH DOCUMENTATION SHOWING THAT COMPANY PARTIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE NCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 In Affirmation thereof, the facts stated above are true and conse statements made in this filing are subject to the penalties program. Printed Name	Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and we knowingly employ a person who is an unauthorized alien in connection with the contracted served for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Company's participation in a federal work authorization program. CH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL PRIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF NCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.) In Affirmation thereof, the facts stated above are true and correct (The undersigned unser statements made in this filling are subject to the penalties provided under § 575.040 RS re (person with authority) Printed Name